



JAMES A. NOYES, Director

COUNTY OF LOS ANGELES

DEPARTMENT OF PUBLIC WORKS

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ALHAMBRA, CALIFORNIA 91803-1331
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ADDRESS ALL CORRESPONDENCE TO:
P.O. BOX 1460
ALHAMBRA, CALIFORNIA 91802-1460

May 1, 2003

IN REPLY PLEASE
REFER TO FILE: WM-6

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, CA 90012

Dear Supervisors:

**RESOLUTION FOR CO-SPONSORSHIP AND GRANT AGREEMENT FOR
A STATE OF CALIFORNIA DEPARTMENT OF WATER RESOURCES
URBAN STREAMS RESTORATION GRANT TO PLAN THE ENHANCEMENT
OF THE ZONE 1 DITCH CHANNEL/LARIO CREEK
SUPERVISORIAL DISTRICT 1
3 VOTES**

IT IS RECOMMENDED THAT YOUR BOARD:

1. Approve and adopt the Resolution authorizing the County of Los Angeles to be a co-sponsor, with North East Trees (NET), on an Urban Streams Restoration Grant in the amount of \$180,000 from the State of California Department of Water Resources (DWR) to plan a possible project to enhance the Zone 1 Ditch Channel/Lario Creek (Channel).
2. Instruct the Chair of the Board to sign the enclosed Grant Agreement between DWR, NET, and the County for the administration of the grant funds and authorizing NET's Executive Director to act as Project Manager.
3. Authorize Public Works to contribute \$35,500 of in-kind services to plan the possible enhancement of the channel.
4. Authorize the Director of Public Works or his designee to negotiate and execute a contract between the County and NET that defines additional terms and conditions relative to the management and performance of the planning project as outlined in the Grant Agreement.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The Channel is located within Whittier Narrows adjacent to the Whittier Narrows Nature Center. The Channel was constructed to divert storm flows and imported water deliveries from the San Gabriel River for groundwater recharge into the Rio Hondo Spreading Grounds.

The proposed project involves planning for the improvement and enhancement of the Channel to perform stream bank stabilization and restoration to reduce erosion and sedimentation while increasing the Channel's capacity to divert water for groundwater replenishment. Stream bank stabilization and restoration will be accomplished using bioengineering techniques, removing invasive vegetation, and revegetating with native plants. Presently, the Channel is capable of conveying only 150 cubic feet per second (cfs). An improved Channel would carry upwards of 300 cfs, which would increase the groundwater recharge capabilities of the Rio Hondo Spreading Grounds.

NET, a nonprofit environmental group, applied for a grant from the State of California for the proposed improvement and enhancement work through the Urban Streams Restoration Grant Program. Public Works provided NET a letter of support to co-sponsor the project. On December 2, 2002, the State approved \$180,000 to be awarded for the planning program subject to the County being a co-sponsor and contributing \$35,500 of in-kind services. The enclosed Resolution and Grant Agreement are required as part of the grant process.

NET will be the lead in performing the planning work with Public Works providing technical support. We plan to execute an agreement with NET defining both entities' responsibilities in administering and complying with the grant. The planning work will involve a habitat assessment, stream hydraulics analysis, geomorphologic analysis, geotechnical assessment, grading and drainage assessment, and developing preliminary design concepts and alternatives for stream bank restoration, and enhancement of the Channel. The grant will also fund outreach efforts to generate community awareness and agency participation to form a consensus on the proposal for the improvement and enhancement of the Channel.

Implementation of Strategic Plan Goals

This action is consistent with the County Strategic Plan Goal of Fiscal Responsibility since this grant will leverage County funds with funds provided by the DWR grant.

FISCAL IMPACT/FINANCING

Public Works will provide \$35,500 of in-kind services towards the planning project for technical support, assistance in production and plotting of technical and illustrative materials, and development and solicitation of community and stakeholder groups. Future grant funding will be sought to finance the completion of any work for the improvement and enhancement of the Channel.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The enclosed Resolution and Grant Agreement have been reviewed and approved as to form by County Counsel.

ENVIRONMENTAL DOCUMENTATION

These actions are exempt from the California Environmental Quality Act (CEQA) because it can be seen with certainty that the planning activities do not have the potential for causing a significant effect on the environment under Section 15061(b)(3) of the CEQA Guidelines and because planning projects involving only feasibility or planning studies for possible future actions are statutorily except under Section 15262 of the CEQA guidelines. The planning project will include consideration of environmental factors relative to the possible future improvement and enhancement of the Channel.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

The planning project will not have a significant or adverse impact on current flood control services. However, this planning could serve as a basis for a future project that might improve the Channel's ability to recharge water into the Rio Hondo Spreading Grounds facility.

The Honorable Board of Supervisors
May 1, 2003
Page 4

CONCLUSION

Please return three approved copies of this letter and three copies of the signed Resolution and Grant Agreement to Public Works.

Respectfully submitted,

JAMES A. NOYES
Director of Public Works

RG:sv/dbm
E:\REVISEDbrdltr resolution 4-17-03.wpd

Enc.

cc: Chief Administrative Office
County Counsel

**RESOLUTION OF THE BOARD OF SUPERVISORS OF
THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA
FOR THE CO-SPONSORSHIP
BY THE COUNTY OF LOS ANGELES
AND NORTH EAST TREES
FOR A STATE OF CALIFORNIA URBAN STREAMS RESTORATION GRANT,
CONDITIONALLY ACCEPTING THE GRANT, AND
DESIGNATING A PROJECT MANAGER
FOR THE PLANNING FOR THE POSSIBLE ENHANCEMENT OF
THE ZONE 1 DITCH CHANNEL/LARIO CREEK**

WHEREAS, the California Department of Water Resources (DWR), Division of Planning and Local Assistance, Urban Streams Restoration Program announced the availability of funds for grants; and

WHEREAS, said grants are intended to help solve flooding and erosion problems in a way that provides environmental enhancement; and

WHEREAS, North East Trees (NET) applied for said grant with the County of Los Angeles (COUNTY) as a co-sponsor; and

WHEREAS, said grant has been approved for planning (Planning Project) for the possible enhancement of the Zone 1 Ditch Channel/Lario Creek; and

WHEREAS, we have concluded that the Planning Project proposed for funding with the grant funds would be environmentally beneficial and we will comply with all requirements of CEQA prior to its implementation; and

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of the County of Los Angeles hereby:

1. Approves the COUNTY to be a Co-Sponsor, with NET, for the Urban Streams Restoration Grant in the amount of \$180,000 from DWR to plan for a possible project to enhance the Zone 1 Ditch Channel/Lario Creek.
2. Instructs the Chair of the Board to sign the enclosed Grant Agreement between DWR, NET, and the COUNTY for the administration of the grant funds and authorizing NET's Executive Director to act as Project Manager.
3. Authorizes the Director of PUBLIC WORKS or his designee to negotiate and execute a contract between the COUNTY and NET that defines additional terms and conditions relative to the management and performance of the Planning Project as outlined in the Grant Agreement. Any delegation of authority to NET, to submit invoices, shall require written consent by both the COUNTY and NET, and will be provided to DWR for approval prior to implementation of the Planning Project.

The foregoing Resolution was adopted on the _____ day of _____, 2003, by the Board of Supervisors of the County of Los Angeles and ex-officio of the governing body of all other special assessment and taxing districts, agencies, and authorities of which said Board so acts.

VIOLET VARONA-LUKENS
Executive Officer of the
Board of Supervisors of the
County of Los Angeles

By _____
Deputy

APPROVE AS TO FORM:

LLOYD W. PELLMAN
County Council

By _____
Deputy

**STATE OF CALIFORNIA
THE RESOURCES AGENCY
DEPARTMENT OF WATER RESOURCES
AGREEMENT BETWEEN THE STATE OF CALIFORNIA
DEPARTMENT OF WATER RESOURCES AND
THE NORTH EAST TREES
AND THE COUNTY OF LOS ANGELES
UNDER THE URBAN CREEK RESTORATION AND FLOOD CONTROL ACT**

THIS AGREEMENT, made in triplicate, is entered into as of this May ____, 2003, between the Department of Water Resources of the State of California, hereinafter called the State, and the Sponsor, North East Trees ("NET"), and the Co-sponsor, the County of Los Angeles acting through its Public Works Department, hereinafter collectively called the Grantees, which parties do hereby agree as follows:

1. Purpose. The purpose of this Agreement is to provide Urban Creek Restoration Program grant funds for the planning of a watershed stabilization and flood damage reduction project, as provided for by California Water Code Section 7048, on Lario Creek in Los Angeles County. Grantees agree to use the grant funds received in accordance with the terms specified in this Agreement and pursuant to the Safe Drinking Water, Clean Water, Watershed Protection, and Flood Protection Act (California Water Code Section 79060 et seq., Division 26, Chapter 5, Article 5).
2. Grant Amount. Subject to the availability of funds, the State shall provide a grant in the amount of \$180,000 to the Grantees to assist in financing the planning for possible urban creek protection, restoration and enhancement (the "Planning Project") to be carried out as described in paragraph 3 below.
3. Grantees' Responsibilities:
 - A. The Grantees shall implement work to be performed as specified in a Work Plan, developed by the Grantees' Project Manager with the assistance of the Project Manager(s) for the State.
 - B. The Grantees shall develop a plan for a program to manage stream bank stabilization, stream channel environment and watershed for the purpose of reducing damages from erosion and/or floods and improving the environmental values of the riparian environment.
 - C. Any planning assistance provided to the Grantees by the State is provided pursuant to California Water Code Section 7048 and is not governed by the terms of this Agreement.
4. Term of Agreement. The term of this Agreement will begin on May ____ 2003 and extend through May 15, 2005. The term may be amended by agreement of the parties.

5. Project Managers: The Project Manager for the State is:

Program Coordinator, Urban Streams Restoration Program, Division of Planning and Local Assistance, Department of Water Resources, acting directly or through representatives acting within the scope of delegated authority.

The Project Manager for Grantees, designated by the Grantees is:

NET's Executive Director

The Grantees hereby delegate authority to the Project Manager to manage the Agreement, and to delegate authority to others to provide management and support services required for performance of the work and administration of the Agreement. The delegation of authority to submit invoices requires written consent by both grantees, which will be provided to the Department of Water Resources.

Notwithstanding the foregoing, the Project Manager for the Grantees shall be subject to a separate Agreement by and between NET and the County of Los Angeles, which creates additional terms and conditions for NET in favor of the County of Los Angeles in relation to the management of the Planning Project.

State or grantees may change the foregoing delegations by written notice to the other parties.

Notices by Grantees' Project Manager Shall be sent to:

Urban Streams Restoration Program
Attention: Program Coordinator
Division of Planning and Local Assistance
Department of Water Resources
P. O. Box 942836
Sacramento, California 94236-0001

Notices by State's Project Manager shall be sent to:

Claire Robinson
North East Trees
570 W. Avenue 26, Suite 200
Los Angeles, California 90065

Martin Moreno
County of Los Angeles
Department of Public Works
P.O. Box 1460
Alhambra, California 91802-1460

6. Notwithstanding any other provision in this Agreement, this grant is for planning only. The parties acknowledge that the County of Los Angeles is not required to implement any plan developed as part of the Planning Project.

7. Periodic Reports: The Project Manager shall submit periodic progress reports as directed by the State on the status of the project to USRP staff at the Department of Water Resources. The submittal of these reports is a requirement for initial and continued disbursement of grant funds.
8. Project Oversight. During the administration of this contract, the State may direct and Grantees shall provide additional available technical, financial, hydrologic, bioengineering, soil quality, water quality, and environmental information, information about existing water rights, legal analyses and justifications, and other relevant information to ensure the Planning Project is being carried out in accordance with this Agreement.
9. Method of Payment. All payments will be made in arrears upon receipt of an original invoice and three copies by the Department of Water Resources, Division of Planning and Local Assistance, P. O. Box 942836, Sacramento, California 94236-00011 Attention: Program Coordinator, Urban Streams Restoration Program. Invoices should include Agreement number and Work Plan element identification.
 - A. Projects located in Northern District require one additional copy mailed to: Northern District, Department of Water Resources, 2440 Main Street, Red Bluff, California 96080-2356, Attention: Senior Environmental Scientist, Watershed Management Section.
 - B. Projects located in Southern District require one additional copy mailed to: Southern District, Department of Water Resources, 770 Fairmont Avenue, Glendale, California 91203-1035, Attention: Environmental Scientist, Recreation and Environmental Studies Section.
10. Payment Retention. The State reserves the right to withhold from payments made under paragraph 9 up to 10 percent of the value of the submitted invoices per Public Contract Code Section 10346 until it is satisfied that the Planning Project being financed by this grant is completed. It is understood that such retentions may be withheld until a report summarizing project results is received and found satisfactory by the State. Grantees may substitute securities for such retentions as provided by Government Code Section 4590 and shall receive any interest thereon.
11. Final Report and Questionnaire. Upon completion of the Planning Project, the Grantees shall submit a final written report which contains: (1) a description of conditions at the subject area before the Planning Project was executed, (2) a summary of the planning techniques used, (3) a description of the results of the Planning Project, and (4) an analysis of the possible restoration activities proposed for the area.
12. Standard Provisions. Exhibit A, containing standard provisions, is attached and by this reference incorporated herein.
13. Work Plan and Budget, Exhibit B, is attached and by this reference incorporated herein.

Items included in the attached Work Plan and Budget and designated for funding by DWR may be undertaken by grantees prior to execution of this contract.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

Approved as to Legal Form
and Sufficiency:

STATE OF CALIFORNIA

By: _____
Chief Counsel
Department of Water Resources
P. O. Box 942836
Sacramento, CA 94236-0001

By _____
Chief, Division of Planning and Local
Assistance

Sponsor: North East Trees

Address: 570 W. Avenue 26, Suite 200
Los Angeles, CA 90065

By _____
Signature: Claire Robinson

Title: Executive Director

Co-sponsor:

COUNTY OF LOS ANGELES

ATTEST:

By _____
Chair, Board of Supervisors

VIOLET VARONA-LUKENS
Executive Officer of the
Board of Supervisors of the
County of Los Angeles

By _____
Deputy

APPROVED AS TO FORM:

LLOYD W. PELLMAN
County Counsel

By _____
Deputy

Attachments

State of California
The Resources Agency
DEPARTMENT OF WATER RESOURCES
STANDARD CLAUSES

A-1. Worker's Compensation Clause

Grantees affirm that they are aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that Code, and Grantees affirm that they will comply with such provisions before commencing the performance of the work under this Agreement. Grantees will make their contractors and subcontractors aware of this provision and determine that they have complied with it before commencing work on the project.

A-2. Claims Dispute Clause

Any claims that Grantees may have regarding the performance of this Agreement, including but not limited to claims for additional compensation or an extension of time, shall be submitted to the Director, Department of Water Resources, within thirty days of their accrual. State and Grantees shall then attempt to negotiate a resolution of such claims and process an amendment to this Agreement to implement the terms of any such resolution.

A-3. National Labor Relations Board Clause

In accordance with Public Contract Code Section 10296, Grantees declare under penalty of perjury that no more than one final, unappealable finding of contempt of court by a federal court has been issued against the Grantees within the immediately preceding two-year period because of Grantees' failure to comply with an order of a federal court which orders Grantees to comply with an order of the National Labor Relations Board.

A-4. Nondiscrimination Clause

During the performance of this Agreement, the Grantees, their contractors and subcontractors shall not deny the Agreement's benefits to any person on the basis of religion, color, ethnic group identification, sex, age, physical or mental disability, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical handicap, mental disability, medical condition, marital status, age (over 40) or sex. Grantees shall insure that the evaluation and treatment of employees and applicants for employment are free of such discrimination. Grantees, their contractors and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code Section 12900 et seq.), the regulations promulgated thereunder (California Administrative Code, Title 2 Sections 7285.0 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Government Code Sections 11135-11139.5) and the regulations or standards adopted by the awarding State agency to implement such article.

Grantees, their contractors and subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

Grantees shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

Grantees, their contractors and subcontractors shall permit access by representatives of the Department of Fair Employment and Housing and the awarding State agency upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours notice, to such of their books, records, accounts, other sources of information and their facilities as said Department or Agency shall require to ascertain compliance with this clause.

The Grantees' signature on this Agreement shall constitute a certification under penalty of perjury under the laws of the State of California that the Grantees have, unless exempted, complied with the nondiscrimination program requirements of Government Code Section 12990 and Title 2, California Code of Regulations Section 8103.

A-5. State to be Held Harmless

The Grantees agree to indemnify the State of California, Department of Water Resources and its officers, agents and employees against and to hold the same free and harmless from any and all claims, demands, damages, losses, costs, expenses or liability due or incident to, either in whole or in part and whether directly or indirectly, the project.

A-6. Compliance with Laws, Regulations, Permit Requirements

The Grantees shall at all times comply with, and require their contractors and subcontractors to comply with, all applicable federal and State laws, rules and regulations and permits and all applicable local ordinances, specifically including but not limited to environmental, procurement and safety laws, rules, regulations, permits and ordinances.

A-7. Successors and Assigns

This Agreement and all of its provisions shall apply to and bind the successors and assigns of the parties hereto. No assignment or transfer of this Agreement or any part hereof, rights hereunder or interest herein by the Grantees shall be valid unless and until it is approved by the State and made subject to such reasonable terms and conditions as the State may impose.

A-8. Audit Requirement

Pursuant to Government Code Section 8546.7, the contracting parties shall be subject to the examination and audit of the State and the State Auditor General for a period of three years after final payment under this Agreement with respect to all matters connected with the performance of this Agreement, including but not limited to the cost of administering this Agreement. All records of the Grantees shall be preserved for this purpose for at least three years after completion of the project

A-9. Inspections

- (a) The State shall have the right to inspect the work being performed at any and all reasonable times during the term of the Agreement. This right shall extend to any subcontracts, and Grantees shall include provisions ensuring such access in all their contracts or subcontracts entered into pursuant to this Agreement with the State.
- (b) The State shall have the right to inspect the project site at any and all reasonable times after completion of the project to ensure compliance with paragraphs 1 and 6 of this Agreement.
- (c) During regular office hours, each of the parties shall have the right to inspect and to make copies of any books, records, or reports of the other party relating to this Agreement. Each of the parties shall maintain and shall make available at all times for such inspection accurate records of all of their costs, disbursements and receipts with respect to their activities under this Agreement.

A-10. Performance Evaluation

Grantee's performance under this Agreement will be evaluated after completion.

A-11. Contracting Officer of the State

The contracting officer of the State shall be the Chief of the Division of Planning and Local Assistance of the Department of Water Resources of the State of California and that person's successors or duly authorized representatives. The contracting officer shall be responsible for all discretionary acts, opinions, judgments, approvals, reviews and determinations required by the State under the terms of this Agreement.

A-12. Remedies Not Exclusive

The use by either party of any remedy specified herein for the enforcement of this Agreement is not exclusive and shall not deprive the party using such remedy of, or limit the application of, any other remedy provided by law.

A-13. Amendments

This Agreement may be amended in writing by mutual agreement of the parties. Any request by the Grantees for amendments must be in writing, stating the amendment request and the reason for the request. The Grantees shall make requests in a timely manner and in no event less than 60 days before the effective date of the amendment.

A-14. Waiver of Rights

It is the intention of the parties hereto that from time to time either party may waive any of their rights under this Agreement unless contrary to law. Any waiver by either party hereto of rights arising in connection with this Agreement shall not be deemed to be a waiver with respect to any other rights or matters.

A-15. Notices

All notices that are required either expressly or by implication to be given by one party to the other under this Agreement shall be signed for the State by its contracting officer and for the Grantees by such officers as from time to time they may authorize in writing to so act. All such notices shall be deemed to have been given if delivered personally or if enclosed in a properly addressed, postage-prepaid envelope and deposited in a United States Post Office for delivery by registered or certified mail.

A-16. Ownership and Use of Photographs, Audio and/or Video Recordings and other Publications

Grantees shall provide the Department with reasonable access to all original photographic materials, audio and video recordings of work funded by this grant, and authorize the Department to use any part or all of the photographic materials, master audio and master video recordings for the Department's purposes.

Grantees shall make available to the Department for its review and comment a copy of any completed publication, brochure, video or audio tape produced in whole or in part with funds from this grant prior to releasing it to parties other than the Grantees and Grantees' subcontractors. No release of such materials shall be made without the joint approval of the Department and the Grantees. Approval shall not be unreasonably withheld.

A-17. Drug Free Workplace Certification

By signing this Agreement, Grantees hereby certify under penalty of perjury under the laws of the State of California that Grantees will comply with the requirements of the Drug-Free Workplace Act of 1990 (Government Code Section 8350 et seq.) and will provide a drug-free workplace by taking the following actions:

1. Publish a statement notifying employees and volunteers that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying action to be taken against employees and volunteers for violations.
2. Establish Drug-Free Awareness Program to inform employees and volunteers about all of the following:
 - (a) The dangers of drug abuse in the workplace.
 - (b) The person's or organization's policy of maintaining a drug-free workplace,
 - (c) Any available counseling, rehabilitation and assistance programs, and
 - (d) Penalties that may be imposed upon for drug abuse violations.

3. Every employee and volunteer who work on the proposed Agreement or grant:

- (a) Will receive a copy of the company's drug-free policy statement, and
- (b) Will agree to abide by terms of the company's statement as a condition of employment on or participation in the Agreement or grant.

This Agreement or grant may be subject to suspension of payments or termination, or both, and the Grantees may be subject to debarment if the department determines that: (1) the Grantees have made a false certification, or (2) the Grantees have violated the certification by failing to carry out the requirements noted above.

A-18. Americans with Disabilities Act

By signing this Agreement, Grantees assure the State that they comply with the Americans With Disabilities Act (ADA) of 1990, (42 U.S.C. 12101 et seq.), which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA.

A-19. Conflict of Interest

Current State Employees:

- (a) No State officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any State agency, unless the employment, activity or enterprise is required as a condition of regular State employment.
- (b) No State officer or employee shall contract on his or her own behalf as an independent contractor with any State agency to provide goods or services.

Former State Employees:

- (a) For a two-year period from the date he or she left State employment, no former State officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any State agency.
- (b) For a twelve-month period from the date he or she left State employment, no former State officer or employee may enter into a contract with any State agency if he or she was employed by that State agency in a policy-making position in the same general subject area as the proposed contract within the twelve-month period prior to his or her leaving State service.

A-20. Child Support Compliance Act

For any Agreement in excess of \$100,000, the Grantees acknowledge in accordance therewith, that:

- (a) The Grantees recognize the importance of child and family support obligations and shall fully comply with all applicable State and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with Section 5200) of Part 5 of Division 9 of the Family Code; and;
- (b) The Grantees, to the best of their knowledge, are fully complying with the earnings assignment orders of all employees and are providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

A-21. Recycled Materials

Grantees hereby certify under penalty of perjury that 0 (enter value or "0") percent of the materials, goods and supplies offered or products used in the performance of this Agreement meet or exceed the minimum percentage of recycled material as defined in Sections 12161 and 12200 of the Public Contract Code.

A-22. Severability

If any provision of this Agreement is held invalid or unenforceable by any court of final jurisdiction, it is the intent of the parties that all other provisions of this Agreement be construed to remain fully valid, enforceable, and binding on the parties.

A-23. Governing Law

This Agreement is governed by and shall be interpreted in accordance with the laws of the State of California.

A-24. Software Copyright

Where software usage is an essential element of performance under the Agreement, Grantees certify that they have appropriate systems and controls in place to ensure that state funds will not be used in the performance of this Agreement for acquisition, operation or maintenance of computer software in violation of copyright laws.

A-25. Air or Water Pollution Violation

Under the State laws, Grantees shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

A-26. Union Organizing

Recipients, by signing this Grant, hereby acknowledge the applicability of Government Code 16645 through 16649 to this Agreement. Furthermore, Recipients, by signing this Agreement, hereby certify that:

- (1) No state funds disbursed by this grant will be used to assist, promote or deter union organizing.
- (2) Recipients shall account for state funds disbursed for a specific expenditure by this grant, to show those funds were allocated to that expenditure.
- (3) Recipients shall, where state funds are not designated as described in (2) above, allocate, on a pro-rata basis, all disbursements that support the grant program.
- (4) If Recipients make expenditures to assist, promote or deter union organizing, Recipient will maintain records sufficient to show that no state funds were used for those expenditures, and that Recipients shall provide those records to the Attorney General upon request.

A-27. Budget Contingency Clause

It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, the State shall have no liability to pay any funds whatsoever to Grantees or to furnish any other considerations under this Agreement and Grantees shall not be obligated to perform any provisions of this Agreement.

If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the State shall have the option to either: cancel this Agreement with no liability occurring to the State, or offer an Agreement Amendment to Grantees to reflect the reduced amount.

A-28. Travel and Per Diem Expenses

I. SHORT-TERM PER DIEM EXPENSES

- A. In computing reimbursement for continuous short-term travel of more than 24 hours and less than 31 consecutive days, the employee will be reimbursed for actual costs up to the maximum allowed for each meal, incidental, and lodging expense for each complete 24 hours of travel, beginning with the traveler's times of departure and return, as follows:

1. On the first day of travel on a trip of 24 hours or more:

| | |
|----------------------------------|--|
| Trip begins at or before 6 a.m. | Breakfast may be claimed on the first day. |
| Trip begins at or before 11 a.m. | Lunch may be claimed on the first day. |
| Trip begins at or before 5 p.m. | Dinner may be claimed on the first day. |

2. On the fractional day of travel at the end of a trip of more than 24 hours:

| | |
|------------------------------|---------------------------|
| Trip ends at or after 8 a.m. | Breakfast may be claimed. |
| Trip ends at or after 2 p.m. | Lunch may be claimed. |
| Trip ends at or after 7 p.m. | Dinner may be claimed. |

If the fractional day includes an overnight stay, receipted lodging may also be claimed. No meal or lodging expense may be claimed or reimbursed more than once on any given date or during any 24-hour period.

3. Reimbursement shall be for actual expenses, subject to the following maximum rates:

Meals:

| | | |
|-------------|----------|---|
| Breakfast | \$ 6.00 | Receipts are not required for regular short-term travel meals |
| Lunch | \$ 10.00 | |
| Dinner | \$ 18.00 | |
| Incidentals | \$ 6.00 | |

Lodging:

| | |
|-----------|-------------------------------|
| Statewide | Actual up to \$84.00 plus tax |
|-----------|-------------------------------|

When required to conduct State business and obtain lodging in the counties of Los Angeles and San Diego, reimbursement will be for actual receipted lodging to a maximum of \$110 plus tax.

When required to conduct State business and obtain lodging in the counties of Alameda, San Francisco, San Mateo, and Santa Clara, reimbursement will be for actual receipted lodging to a maximum of \$140 plus tax.

If lodging receipts are not submitted, reimbursement will be for meals only at the rates and time frames set forth in B#1 below.

- B. In computing reimbursement for continuous travel of less than 24 hours, actual expenses, up to the maximums in #3 above, will be reimbursed for breakfast and/or dinner and/or lodging in accordance with the following time frames:
1. Travel begins at or before 6 a.m. and ends at or after 9 a.m.: Breakfast may be claimed. Travel begins at or before 4 p.m. and ends at or after 7 p.m.: Dinner may be claimed. If the trip of less than 24 hours includes an overnight stay, receipted lodging may be claimed. No lunch or incidentals may be reimbursed on travel of less than 24 hours.
 2. Employees on short-term travel who stay in commercial lodging establishments or **commercial campgrounds** will be reimbursed for actual lodging expenses substantiated by a receipt. Employees who stay with friends or relatives, or who do not produce a lodging receipt, will be eligible to claim meals only.

II. LONG-TERM TRAVEL AND PER DIEM EXPENSES

- A. Employee maintains a separate residence in the headquarters area:
1. Long-term travelers who maintain a permanent residence at their primary headquarters may claim daily long-term lodging up to \$24.00 with a receipt, and long-term meals of \$24.00 for each period of travel from 12 to 24 hours at the long-term location. For travel of less than 12 hours, the traveler may claim either \$24.00 in receipted lodging **or** \$24.00 in long-term meals.
- B. Employee does not maintain a separate residence in headquarters area:
1. Long-term travelers who do not maintain a permanent residence at their headquarters may claim daily receipted lodging up to \$12.00, and long-term meals of \$12.00 for each period of travel from 12 to 24 hours at the long-term locations. For travel of less than 12 hours, the travelers may claim either \$12.00 in receipted lodging **or** \$12.00 in long-term meals.

III. MILEAGE REIMBURSEMENT

Reimbursement for personal vehicle mileage is 34 cents per mile.

Reimbursement for personal vehicle mileage using a specialized vehicle that has been modified to accommodate disabilities is 37 cents per mile.

IV. VEHICLE RENTAL

Reimbursement for vehicle rental shall be for actual and necessary costs of such rental and airplane usage shall be allowed at the lowest fare available. Claims for reimbursements shall be allowed upon submittal of the appropriate receipt. Refer to California Code of Regulations, Title 2, Sections 599.627 and 599.628.

LARIO CREEK WORK PLAN

The goal of the Lario Creek Stream Corridor Enhancement Planning Project is to examine potential restoration and enhancement alternatives which would include: restoring and stabilizing stream banks, improving geomorphic function, enhancing riparian habitat, and reducing downstream damage from erosion or stream bank failure while increasing the channel's ability to divert storm flows and imported water deliveries for groundwater replenishment. North East Trees (NET) is funded to complete the planning, design concepts, and outreach portion of the complete scope. This work will include consideration of environmental factors relative to the possible future improvement and enhancement of the channel.

Task 1:

NET

NET will conduct a habitat assessment, stream hydraulics analysis, geomorphologic analysis, geotechnical assessment, grading and drainage assessment, and develop preliminary design concepts and alternatives for stream bank restoration and enhancement of Lario Creek. NET will also conduct community and agency outreach activities to generate community awareness and agency participation for the possible enhancement and restoration of Lario Creek.

County of Los Angeles

The County of Los Angeles will provide \$35,500 of in-kind services for:

1. Technical support in the areas of channel hydraulics, geotechnical assessments, and grading and drainage assessments for the possible Lario Creek stream channel restoration;
2. Assistance in production and plotting of technical and illustrative materials; and
3. Development and solicitation of community and stakeholder groups.

NET Will Submit the Following Deliverables:

Prime Deliverable: Project Concept Report

The Project Concept Report for design will incorporate the concepts taken from all planning and feasibility studies conducted for the Lario Creek Stream Corridor. The Project Concept Report will address stream bank stabilization, stream channel environment and watershed for the purpose of reducing damages from erosion and/or floods and improving the environmental values of the riparian environment.

Supporting Deliverables

- Habitat Assessment Report
- Stream Hydraulics Analysis
- Geomorphologic Analysis
- Geotechnical Assessment Report
- Grading and Drainage Assessment
- Stakeholder Process and Buy-in: Community and Agency
- Conceptual Alternatives
- Concept Designs

BUDGET AND TIMELINE
LARIO CREEK CONCEPT DESIGN AND OUTREACH
FOR THE POSSIBLE STREAM CORRIDOR ENHANCEMENT
 SUBMITTED by NORTH EAST TREES
 DWR URBAN STREAMS RESTORATION PROGRAM

Agreement No. P13-043
 SAP Contract No. _____
 Exhibit B

| | UNIT PRICE | QUANTITY | AMOUNT | DWR | LAC IN-KIND | IN-KIND | TIMELINE |
|--|------------|-----------|----------------------|----------------------|---------------------|--------------------|-----------------|
| TASK 1. Project Development | | | | | | | Spr 03 - Spr 04 |
| <i>Project Concept Report: research existing data, conduct planning and feasibility studies, and develop preliminary design concepts, alternatives, and base map</i> | | | | | | | |
| Project Manager <i>Oversight, develop design concepts and alternatives</i> | \$90/hr | 400 hours | \$ 36,000.00 | \$ 36,000.00 | | | |
| Design Associate <i>Develop design concepts and alternatives</i> | \$65/hr | 480 hours | \$ 31,200.00 | \$ 31,200.00 | | | |
| Project Intern <i>Drafting, copying, measurement, field photography</i> | \$30/hr | 240 hours | \$ 7,200.00 | \$ 1,200.00 | | \$ 6,000.00 | |
| Topographic Survey | | lump sum | \$ 15,000.00 | \$ 15,000.00 | | | |
| Soil Testing, Analysis and Excavation | | lump sum | \$ 5,000.00 | \$ 5,000.00 | | | |
| Consultants: | | | | | | | |
| Conservation Ecologist <i>Habitat assessment, restoration, monitoring guidelines</i> | \$100/hr | 160 hours | \$ 16,000.00 | \$ 16,000.00 | | | |
| Hydrologist/Hydraulics Engineer <i>Stream analysis, fluvial geomorphologic analysis</i> | \$150/hr | 205 hours | \$ 30,775.00 | \$ 20,000.00 | \$ 10,775.00 | | |
| Geotechnical Engineer <i>Subsurface assessment</i> | \$150/hr | 165 hours | \$ 24,775.00 | \$ 14,000.00 | \$ 10,775.00 | | |
| Civil Grading Engineer <i>Grading and drainage assessment</i> | \$150/hr | 165 hours | \$ 24,775.00 | \$ 14,000.00 | \$ 10,775.00 | | |
| Stakeholder Building <i>Agency and community process</i> | \$50/hr | 248 hours | \$ 12,400.00 | \$ 8,600.00 | \$ 1,800.00 | \$ 2,000.00 | |
| Miscellaneous Supplies | | | | | | | |
| Photos, copies, printing, materials | | lump sum | \$ 3,975.00 | \$ 2,600.00 | \$ 1,375.00 | | |
| subtotal - Task One | | | \$ 207,100.00 | \$ 163,600.00 | \$ 35,500.00 | \$ 8,000.00 | |
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |
| TASK 2. Administration | | | | | | | |
| 10% of Task 1 | | | \$ 16,400.00 | \$ 16,400.00 | | | |
| subtotal - Task Two | | | \$ 16,400.00 | \$ 16,400.00 | \$ - | \$ - | |
| | | | | | | | |
| GRAND TOTAL | | | \$ 223,500.00 | \$ 180,000.00 | \$ 35,500.00 | \$ 8,000.00 | |

**Grantees may move funds between line items within a task as needed to complete that task, but must notify DWR staff in writing (or by e-mail). Transferring more than 10% of funds originally allotted for a line item, or from a line item not yet complete may require a contract amendment.